

This Instrument Prepared by
Rochelle, McCulloch & Aulds
Attorneys At Law
109 Castle Heights Ave North
Lebanon, TN 37087

BK/PG:1130/412-415

05271468

4 PGS : AL - RESTRICTIVE COVENANTS	
JACQUE BATCH: 66214	
08/11/2005 - 11:50 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILSON COUNTY

JOHN B SPICKARD
REGISTER OF DEEDS

RESTRICTIVE COVENANTS PERTAINING TO
WASTEWATER COLLECTION AND TREATMENT SERVICES

For

STONEBROOK FALLS SUBDIVISION

Whereas, **Atwood & Corbitt Developing & General Contracting, LLC** is the owner of a certain tract or parcel of land in the 4th Civil District of Wilson County, Tennessee, by virtue of a deed of record in Book 1125, Page 976, in the Register's Office of Wilson County, Tennessee, and which tract has been subdivided into individual tracts by virtue of a plan known as **Stonebrook Falls Subdivision**, the plat of which is of record in Plat Book 25, Page 500, in said Register's Office, to which reference is made for a more complete description of the subject property, and

Whereas, the owner of said tracts has contracted with the Water and Wastewater Authority of Wilson County, Tennessee to provide wastewater collection and treatment services, and

Whereas, it is the desire of **Atwood & Corbitt Developing & General Contracting, LLC** to fix, declare and establish the following Restrictive Covenants pertaining to wastewater collection and treatment services for said subdivision, which shall be covenants running with the land and shall be binding upon them, their successors and assigns including, but not way of limitation, persons in possession of any part or parts of said land as tenants or otherwise, and

Therefore, the following Restrictive Covenants shall apply to all building lots shown on the said Plat, including any subsequent amendments or modifications thereto:


Each Lot in this subdivision to which these covenants, conditions and restrictions apply shall be connected to and be served by the decentralized sewer system provided by the Wilson County Water & Wastewater Authority, its successors and assigns. Each lot owner shall be obligated to pay the sewer fees and charges for sewer service, as such may exist or be amended from time to time, from the time water

service is provided to the lot. In the event sewer services are not activated as to any lot, the owners of the lot shall pay an annual sewer access fee as established by the Authority. In the event of default in the payment of charges and fees for the sewer service or access thereto, the owner of any lot consents to the termination of water service and sewer service, without the necessity of notice, until such default is cured. The owner of each lot shall be obligated to abide by the Authority's Regulations as the same exist or may be amended from time to time in the future.

This Restrictive Covenant shall be binding and in effect for so long as the property is available for residential use or any other use requiring the availability of wastewater collection and treatment services and thereafter, until released by the Water and Wastewater Authority of Wilson County, Tennessee.

Witness our hands on this the 25th day of July, 2005.

Owner: **Atwood & Corbitt Developing &
General Contracting, LLC**

By: 
Sean Corbitt
Title: **Authorized Member**

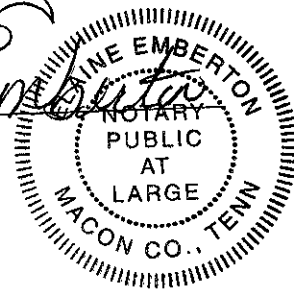
STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared **Kelley Corbitt**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself to be an **Authorized Member** of Atwood & Corbitt Developing & General Contracting, LLC, the within named bargainer, a Tennessee Limited Liability Company, and that as such **Authorized Member**, executed the within instrument for the purposes therein contained, by signing the name of the limited liability company by herself as such **Authorized Member**.

Witness my hand and official seal at Lebanon, Tennessee, this the 25th day of July, 2005.



Notary Public



My Commission Expires:

07-20-08